

Martin Marietta Materials

Western Group
8200 IH 10 West, Suite 600
San Antonio, Texas 78230
Telephone (210) 696-8500

RECEIVED**JUN 22 2009**

DIV. OF OIL, GAS & MINING

DATE: June 17, 2009
TO: Valued Supplier
FROM: Steve Schaefer
RE: Cemex's Ft. Calhoun, NE, Milford, UT and Guernsey, WY Quarries Acquired by Martin Marietta Materials Inc.

Dear Supplier,

As of June 12th, 2009 the following Cemex quarries are now owned and operated by Martin Marietta Materials Inc.

Ft. Calhoun, NE
Milford, UT
Guernsey, WY

Martin Marietta is the nations 2nd largest producer of construction aggregates in the United States with more than 285 quarries and distribution facilities in 26 states, Nova Scotia, and the Bahamas.

Martin Marietta's purchasing strategy is to align ourselves with suppliers that will bring value to the company by providing quality products and outstanding service. We treat our supplier relationship as a partnership in which both companies will ultimately grow and prosper.

At the heart of our company culture is safety and ethics.

Our employees and suppliers working at the quarry are our most valuable asset therefore we adhere to an employee driven decision based safety program. All suppliers working onsite will be required to have 8-hours of part 46 MSHA training as well as site-specific training annually.

Martin Marietta Materials will conduct its business in strict compliance with applicable laws, rules, regulations, and Corporate and operating unit policies, procedures and guidelines, with honesty and integrity, and with a strong commitment to the highest standards of ethics.

A purchase order will be issued to all suppliers before products are ordered and onsite work will require proper insurance and contract to be signed in advance. Sharon Lewis, located in the Des Moines, IA office is the direct buyer. Please feel free to call Sharon with any questions. Please mail all invoices to the corporate headquarters in Raleigh, NC. Address is below.

For more information on Martin Marietta Materials Inc. please visit our company website at www.martinmarietta.com.

Sincerely,
Steve Schaefer, P.E.

Steve Schaefer
8200 IH 10 West, Ste 600
San Antonio, TX 78230
210-208-4261 office
210-861-1456 cell

Sharon Lewis
11252 Aurora Avenue
Des Moines, IA 50322
515-254-0030 office
515-689-1537 cell

Billing Address (all invoices)
Martin Marietta Materials
Attn: Accounts Payable
2710 Wycliff Road
Raleigh, NC 27607-3033

INSURANCE REQUIREMENTS

Contractor shall carry such employer's liability or workmen's compensation insurance as required by state law or as may be necessary to insure the liability of the parties hereto for injuries to, or death of Contractor's employees. Contractor shall also carry adequate public liability insurance covering accidents to persons and property occasioned by Contractor in the performance of any of the Work covered by this Agreement, and Contractor shall also carry all insurance required by law of the location of any of the Work covered by this Agreement, and shall also insure Contractor's own risk in and about the Project Site, including all temporary material and structures used by Contractor. Contractor shall also furnish Owner with satisfactory evidence that all of said insurance has been obtained and paid for and will continue in force until the Final Completion of the Work. Contractor shall see to it that Subcontractors carry such insurance and furnish said evidence thereof. Contractor's obtaining of the insurance required by this exhibit shall in no manner lessen or affect Contractor's obligation set forth in any of the other provisions of this Agreement to indemnify and hold harmless said Owner.

SCHEDULE OF INSURANCE COVERAGES

Coverage

Minimum Amounts and Limits

Worker's Compensation

Worker's Compensation

Statutory Limits

Commercial General Liability

Bodily Injury/Property Damage \$1,000,000 Each occurrence, or equivalent,
(Occurrence Basis) subject to a \$1,000,000 aggregate applicable to the Project
Add Martin Marietta Materials as Additional Insured

This policy shall include the following coverage's:

1. Premises/Operations
2. Independent Contractors
3. Completed Operations for a period of two years following the acceptance of Contractor's Work
4. Broad Form Contractual Liability specifically in support of, but not limited to, the Indemnity sections of the contract
5. Broad Form Property Damage
6. No Exclusions relative to Collapse, Explosion and Underground Property Damage Hazards

Comprehensive Automobile Liability

\$1,000,000

CSL

CONTRACTOR'S EQUIPMENT

Any such insurance policy covering the equipment of Contractor or its Subcontractors against loss by physical damage shall include an endorsement waiving the insurer's right of subrogation against the Indemnitees. The insurance covering equipment shall be the sole and complete means of recovery for any loss of such equipment by Contractor or its Subcontractors. Should Contractor or its Subcontractors choose to self-insure the risk, it is expressly agreed that the Contractor and its Subcontractors hereby waive any claim for damage or loss to said equipment, in favor of the Indemnitees.

SUBCONTRACTOR'S INSURANCE

Insurance, similar to that required of Contractor, shall be provided by or on behalf of all Subcontractors to cover operations performed by such Subcontractors under the Contract Documents. Contractor shall be held responsible for any modification in the insurance requirements, as they apply to Subcontractors. Contractor shall maintain Certificates of Insurance from all Subcontractors, enumerating, among other things, the waivers in favor of, and insured status of, the Indemnitees, as required herein, and shall make such Certificates available to Owner, upon request by Owner. The term Subcontractor(s) for the purposes of this provision shall include subcontractors of any tier.

CLAIMS MADE POLICIES

With respect to any of the insurance policies provided by Contractor pursuant to the Contract Documents which are claims made policies, in the event at any time any such policies are canceled or not renewed, Contractor shall provide to Owner a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of the Contract Documents and which provides for retroactive coverage to the date of commencement of work to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior claims made policies. With respect to all claims made policies that are renewed, Contractor shall provide coverage retroactive to the date of commencement of the Work in said renewed policy. All substitute or renewed claims made policies shall be maintained in full force and effect for the longer of (a) two (2) years from the date of Final Completion of the Work or (b) as otherwise required by the Contract Documents. A certificate evidencing continuation of such policies shall be submitted with the final Application for Payment. Nothing herein shall affect the continuing effect of the indemnity clauses in the Contract Documents.